

## **Amendment 70**

### **Contract No. 229944**

#### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 70 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 13<sup>th</sup> day of April, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for the work necessary to install and configure MS Retail Store Operations Manager on Pierce Transit's Back Office Computer (BOC) Client. This work is per RFCS-RFI 548 *PT MS-Retail Installation* and Change Request CR-002316.
- C. The Parties agree that the Work necessary to install MS Retail on Pierce Transit's BOC Client will be performed and compensated as described below.

## **Agreement**

### **Section 1.0 Description of Work**

1.1 The Contractor will install and configure MS Retail Store Operations Manager on Pierce Transit's BOC Client.

1.2 The Contractor will perform the necessary testing post installation to ensure the MS Retail program is functional and will perform inventory and reporting functions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### **Section 2.0 Compensation Changes**

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## **VI. IMPLEMENTATION**

### **SPECIAL PROGRAMS**

<b>LUMP SUM COST</b>
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To perform the work necessary to install MS Retail Pierce Transit's BOC Client.	
<b>TOTAL</b>	<b>\$845</b>

### Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Seventy shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

#### ERG Transit Systems (USA) Inc.

By: 

Its: VICE PRESIDENT

Date: 26<sup>th</sup> March, 2010.  
UNDER PROTEST

#### The Agencies

By: 

Their: Contract Administrator

On behalf of the Agencies

Date: April 13, 2010